

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re: On-Line Travel Company (OTC) / Hotel
Booking Antitrust Litigation

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Case No. 3:12-cv-3515-B

**DEFENDANTS TRAVELOCITY.COM LP'S AND SABRE HOLDINGS
CORPORATION'S APPENDIX OF EXHIBITS IN SUPPORT OF THEIR MOTION TO
COMPEL ARBITRATION AND FOR AN ORDER EXCLUDING CERTAIN CLAIMS
OF PUTATIVE CLASS MEMBERS**

Travelocity Appendix Exhibit	Description	Pages
1	Declaration of Francisco Trejo	3-4
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3	Travelocity's User Agreement, effective February 4, 2010 – April 15, 2010	7-16
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Dated: April 1, 2013
Washington, D.C.

Respectfully submitted,

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By: /s/ George S. Cary

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re: On-Line Travel Company (OTC) / Hotel
Booking Antitrust Litigation

Case No. 3:12-MD-3515-B

DECLARATION OF FRANCISCO TREJO

I, Francisco Trejo, declare as follows:

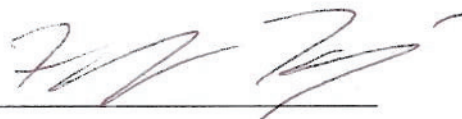
1. I am the Director of Product Management at Travelocity.com LP. I have held this position since February 2012. I have worked at Travelocity.com LP since September 2005. From February 1998 to September 2005, I worked at Sabre Holdings Corporation.
2. If called to testify live, I could and would testify to the following based on personal knowledge.
3. To purchase a hotel room using the Travelocity.com website, a user must agree to the Travelocity User Agreement. After selecting a hotel and room options, a user reaches a point in the booking process at which he or she must enter billing information for the transaction. To complete a reservation, a user must not only enter valid billing information but also click a button that prominently states that "By clicking 'Agree and Complete Reservation', you: Agree to the policies stated above and to the Travelocity User Agreement." On the website, the words "User Agreement" in the above-quoted language contain a link to the full Travelocity User Agreement. Ultimately, a user completes a reservation by clicking a button that

states "Agree and Complete Reservation." In that way, it is impossible for a user to complete a reservation without also clicking a button acknowledging agreement to the Travelocity User Agreement, a copy of which is easily accessible from the same screen. Attached hereto as Exhibit A is a true and correct copy of a screen shot of the webpage described above.

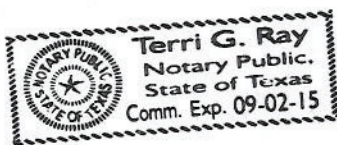
4. Since February 4, 2010, Travelocity's User Agreement, to which a user was required to agree before completing a hotel room reservation, has contained an arbitration clause and class action waiver provision. Attached hereto as Exhibits B-D are true and correct copies of Travelocity's User Agreement, effective from February 4, 2010 to April 15, 2010, from April 16, 2010 to January 31, 2011, and from February 1, 2011 to the present.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 1, 2013



Francisco Trejo



Sworn before me this 01 day of April, 2013.

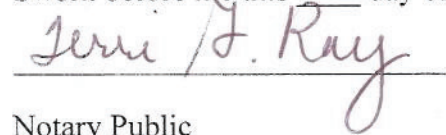

Notary Public

Exhibit A

How will you pay?


1 Review the price Need Help? Call: 1-855-260-1349

1 Adult: \$163.00
 Taxes + Airline Fees: \$43.60
Total payment due: \$206.60*

* Please remember that prices are not guaranteed until flights are ticketed.

2 Select your payment method * = Required

SAVE \$25 On This Purchase!








Your current subtotal: **\$206.60**
Credit towards this purchase: -\$26.00

Your cost after \$25 Credit: \$181.80

Plus, Earn up to 7,500 Bonus Points with qualifying transactions and use bonus points for a credit towards a future purchase* **Up to \$75.00**


*See terms and conditions for details.

[Save Now!](#)

Payment options:     

* Payment Method: American Express * Card Number: * Expiration Date: 01-January 2013

* Card Verification Number:



4-Digit Card Verification Number

☐ Save payment information for future trips.

3 Enter your billing information * = Required

Please enter the cardholder's full name and billing address as they appear on the credit card statement.

* Cardholder's Full Name:

* Street Address:

Suite, Apt, etc.:

* City: * State/Province: Select State/Province -- * Zip/Postal Code:

* Country: United States

* Cardholder's Phone Number (corresponding with billing address):

☒ Update profile with this address.

4 Agree to the policies * = Required

- Tickets cannot be refunded or transferred unless otherwise noted. Name changes are not permitted.
- Valid, government-issued ID is mandatory for you to get through security and board your flight.
- Initial prices subject to change before final payment. Post-purchase increases of government-imposed taxes or fees may apply.
- Prices do not include any applicable baggage fees.
- International flights may be treated with insecticides. [Details](#).
- Other rules and restrictions may apply to this fare. [Read fare rules](#).
- Please review important [terms & conditions of travel](#) which may limit your legal rights.

You have declined Travel Protection for your trip. It is not too late to add [Travel Protection](#).

5 By clicking "Agree and Complete Reservation", you:

- Agree to the policies stated above and to the Travelocity [User Agreement](#).
- Consent to be charged \$206.60 to complete your booking.

[Agree and Complete Reservation](#)

[Help with this page](#)

Trip Summary	\$206.80
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Flight

1 Round-Trip Ticket
 Delta Air Lines
 From Baltimore Washington International Airport (BWI) to Fort Lauderdale/Hollywood International Airport (FLL)
 Depart: Fri, May 3, 2013
 Return: Sun, May 6, 2013
[Details](#)



A guaranteed low price is just the beginning. [Learn More](#)

We're here 24/7

Book online or call:
 1-888-TRAVELOCITY
 (1-888-872-8356)

Exhibit B

USER AGREEMENT

PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE USING THIS SITE. Your use of this site is expressly conditioned on your acceptance of the terms and conditions of this User Agreement. By using this site, you signify your agreement to these terms and conditions. If you do not agree with any part of these terms and conditions, you may not use this site. Travelocity may at any time modify this User Agreement and your continued use of this site or Travelocity's services will be conditioned upon the terms and conditions in force at the time of your use.

AGE AND RESPONSIBILITY

You represent that you are of sufficient legal age to use this site and to create binding legal obligations for any liability you may incur as a result of the use of this site. If you use this site, you are responsible for maintaining the confidentiality of your account information and your password. You agree to accept responsibility for all activities that occur under your account or password. You understand that you are responsible for all uses of this site by you and those using your login information.

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- use any device, software or routine to interfere or attempt to interfere with the proper working of this site;
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- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
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YOU.

INDEMNIFICATION

You shall defend and indemnify Travelocity and any Third Party Suppliers and its and their respective owners, officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by or on your behalf in excess of the liability described herein or by third parties as a result of your use of this site (including without limitation any violation by you of these terms and conditions any law or the rights of a third party).

RESOLUTION OF DISPUTES

This User Agreement and its performance shall be governed by the laws of the State of Texas, United States of America, without regard to conflict of laws provisions that would result in the application of the laws of any other jurisdiction. If a dispute does arise between you and Travelocity, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Travelocity agree that we shall resolve any action, claim or controversy at law or equity (a "Claim") that arises out of your use of this site or our services, this User Agreement, or the parties' relationship in connection with this site or this User Agreement in accordance with one of the subsections below or as otherwise mutually agreed by the parties in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution by contacting [Customer Care](#), since most customer concerns can be resolved quickly and satisfactorily in this manner.

- **Submission to Jurisdiction in Texas** - You agree that unless otherwise mutually agreed by the parties in writing or as described in the Mandatory Arbitration subsection below, any Claims shall be brought in the state or federal courts located in Tarrant County, the State of Texas, United States of America. Unless otherwise prohibited by applicable law, any Claim must be brought within two (2) years from the date on which such Claim arose or accrued.
- **Mandatory Arbitration** - Any Claim where the total amount in controversy is less than US\$10,000, shall be resolved via binding, non-appearance-based arbitration initiated through the American Arbitration Association ("AAA"). The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. AAA and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall be conducted by an arbitrator in Tarrant County, Texas who is approved or otherwise affiliated with the AAA; (c) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties in writing; (d) the arbitrator may award injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim; (e) unless otherwise mutually agreed by the parties in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding; and (f) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If subparagraph (e) above is found to be unenforceable, then the entirety of this Mandatory Arbitration provision shall be null and void. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS USER AGREEMENT, YOU AND TRAVELOCITY ARE EACH**

WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THE CLAIMS COVERED BY THIS MANDATORY ARBITRATION PROVISION.

- **Improperly Filed Claims** - All Claims you bring against Travelocity must be resolved in accordance with this Resolution of Disputes Section. All Claims filed or brought contrary to the Resolution of Disputes Section shall be considered improperly filed and void. Should you file a Claim contrary to the Resolution of Disputes Section, Travelocity may recover attorneys' fees and costs up to \$1,000, provided that Travelocity has notified you in writing of the improperly filed Claim, and you have failed to promptly withdraw the Claim.

ATTORNEY'S FEES

If Travelocity takes any action to enforce this User Agreement, and such Claim is not resolved pursuant to the Mandatory Arbitration provision under RESOLUTION OF DISPUTES, above, Travelocity will be entitled to recover from you, and you agree to pay, all reasonable attorney's fees and any costs of litigation, in addition to any other relief, at law or in equity, to which Travelocity may be entitled. Moreover, you agree that Travelocity may debit your credit or debit card or charge you for any such amounts.

INJUNCTIVE RELIEF

You acknowledge that a violation or attempted violation of any of this User Agreement will cause such damage to Travelocity as will be irreparable, the exact amount of which would be impossible or difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that Travelocity shall be entitled as a matter of right to seek an injunction from any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by you, or your affiliates, partners, or agents, without having to post a bond or other security.

PRIVACY

You have read the Travelocity [Privacy Policy](#), the terms of which are incorporated herein, and you agree that the terms of such policy are reasonable. You consent to the use of your personal information by Travelocity and/or its Third Party Suppliers in accordance with the terms of and for the purposes set forth in the Travelocity Privacy Policy.

TAXES, GOVERNMENTAL FEES, TAX RECOVERY CHARGES AND SERVICE FEES

A number of taxes, governmental fees, Tax Recovery Charges, and service fees may apply to your transactions on this site. You have read the pop-up entitled "[Information on Taxes, Governmental Fees, Tax Recovery Charges and Service Fees](#)", the terms of which are incorporated herein, and you consent to our policies set forth therein.

ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions of Travelocity and/or its Third Party Suppliers may apply to reservations, purchases of goods and services and other uses of portions of this site and our services. You agree to abide by any such additional terms and conditions and you understand that if you violate any such terms and conditions, it may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, and in your forfeiting any amounts paid for such reservation(s). Travelocity may debit your credit or debit

card account or charge you for any costs we incur as a result of such violation. You acknowledge that some Third Party Suppliers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer.

MISCELLANEOUS

The relationship between Travelocity and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other. You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder. These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions. The headings used in this User Agreement are included for convenience only and will not limit or otherwise affect the terms and conditions herein. This User Agreement, together with any terms and conditions incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this site.

SELLER OF TRAVEL REGISTRATIONS

Travelocity is registered as a seller of travel in each of the states listed below:

- California registration number: 2056372-50 -- Registration as a California Seller of Travel does not constitute approval by the State of California.
- Florida registration number: ST-34200
- Hawaii registration number: TAR-6436
- Iowa registration number: 679
- Nevada registration number: 2004-0114 -- NOTE: You may be eligible for payment from the State of Nevada Recovery Fund for Consumers Damaged by Sellers of Travel if you have paid money to a seller of travel registered in Nevada for the purchase of travel services or a vacation certificate and you have suffered certain financial damages as a result of the transaction. To obtain information relating to your rights under the Recovery Fund and the filing of a claim for recovery from the Recovery Fund, you may contact the Consumer Affairs Division of the Department of Business and Industry in the State of Nevada at the following locations: Southern Nevada:

1850 East Sahara Avenue, Suite 101
Las Vegas, Nevada 89104
Phone: (702) 486-7355
Fax: (702) 486-7371
ncad@fyiconsumer.org

Northern Nevada:
4600 Kietzke Lane
Building B, Suite 113

Reno, Nevada 89502

Phone: (775) 688-1800

Fax: (775) 688-1803

renocad@fyiconsumer.org

- Washington registration number: 602119764

Last Revised February 4, 2010

Exhibit C

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You represent that you are of sufficient legal age to use this site and to create binding legal obligations for any liability you may incur as a result of the use of this site. If you use this site, you are responsible for maintaining the confidentiality of your account information and your password. You agree to accept responsibility for all activities that occur under your account or password. You understand that you are responsible for all uses of this site by you and those using your login information.

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NOTWITHSTANDING THE SELECTION OF TEXAS LAW AS DESCRIBED BELOW, DO NOT ALLOW LIMITATION OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

INDEMNIFICATION

You shall defend and indemnify Travelocity and any Third Party Suppliers and its and their respective owners, officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by or on your behalf in excess of the liability described herein or by third parties as a result of your use of this site (including without limitation any violation by you of these terms and conditions any law or the rights of a third party).

RESOLUTION OF DISPUTES

This User Agreement and its performance shall be governed by the laws of the State of Texas, United States of America, without regard to conflict of laws provisions that would result in the application of the laws of any other jurisdiction. If a dispute does arise between you and Travelocity, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Travelocity agree that we shall resolve any action, claim or controversy at law or equity (a "Claim") that arises out of your use of this site or our services, this User Agreement, or the parties' relationship in connection with this site or this User Agreement in accordance with one of the subsections below or as otherwise mutually agreed by the parties in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution by contacting [Customer Care](#), since most customer concerns can be resolved quickly and satisfactorily in this manner.

- **Submission to Jurisdiction in Texas** - You agree that unless otherwise mutually agreed by the parties in writing or as described in the Mandatory Arbitration subsection below, any Claims shall be brought in the state or federal courts located in Tarrant County, the State of Texas, United States of America. Unless otherwise prohibited by applicable law, any Claim must be brought within two (2) years from the date on which such Claim arose or accrued.
- **Mandatory Arbitration** - Any Claim where the total amount in controversy is less than US\$10,000, shall be resolved via binding, non-appearance-based arbitration initiated through the American Arbitration Association ("AAA"). The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. AAA and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall be conducted by an arbitrator in Tarrant County, Texas who is approved or otherwise affiliated with the AAA; (c) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties in writing; (d) the arbitrator may award injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim; (e) unless otherwise mutually agreed by the parties in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding; and (f) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If subparagraph (e) above is found to be unenforceable, then the entirety of this Mandatory

Arbitration provision shall be null and void. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS USER AGREEMENT, YOU AND TRAVELOCITY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THE CLAIMS COVERED BY THIS MANDATORY ARBITRATION PROVISION.**

- **Improperly Filed Claims** - All Claims you bring against Travelocity must be resolved in accordance with this Resolution of Disputes Section. All Claims filed or brought contrary to the Resolution of Disputes Section shall be considered improperly filed and void. Should you file a Claim contrary to the Resolution of Disputes Section, Travelocity may recover attorneys' fees and costs up to \$1,000, provided that Travelocity has notified you in writing of the improperly filed Claim, and you have failed to promptly withdraw the Claim.

ATTORNEY'S FEES

If Travelocity takes any action to enforce this User Agreement, and such Claim is not resolved pursuant to the Mandatory Arbitration provision under RESOLUTION OF DISPUTES, above, Travelocity will be entitled to recover from you, and you agree to pay, all reasonable attorney's fees and any costs of litigation, in addition to any other relief, at law or in equity, to which Travelocity may be entitled. Moreover, you agree that Travelocity may debit your credit or debit card or charge you for any such amounts.

INJUNCTIVE RELIEF

You acknowledge that a violation or attempted violation of any of this User Agreement will cause such damage to Travelocity as will be irreparable, the exact amount of which would be impossible or difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that Travelocity shall be entitled as a matter of right to seek an injunction from any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by you, or your affiliates, partners, or agents, without having to post a bond or other security.

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You have read the Travelocity [Privacy Policy](#), the terms of which are incorporated herein, and you agree that the terms of such policy are reasonable. You consent to the use of your personal information by Travelocity and/or its Third Party Suppliers in accordance with the terms of and for the purposes set forth in the Travelocity Privacy Policy.

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A number of taxes, governmental fees, Tax Recovery Charges, and service fees may apply to your transactions on this site. You have read the pop-up entitled "[Information on Taxes, Governmental Fees, Tax Recovery Charges and Service Fees](#)", the terms of which are incorporated herein, and you consent to our policies set forth therein.

ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions of Travelocity and/or its Third Party Suppliers may apply to reservations, purchases of goods and services and other uses of portions of this site and our services. You agree to abide by any such additional terms and conditions and you understand that if you violate any such terms and conditions, it may result in cancellation of your

reservation(s), in your being denied access to the applicable travel product or services, and in your forfeiting any amounts paid for such reservation(s). Travelocity may debit your credit or debit card account or charge you for any costs we incur as a result of such violation. You acknowledge that some Third Party Suppliers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer.

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The relationship between Travelocity and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other. You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder. These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions. The headings used in this User Agreement are included for convenience only and will not limit or otherwise affect the terms and conditions herein. This User Agreement, together with any terms and conditions incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this site.

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- Florida registration number: ST-34200
- Hawaii registration number: TAR-6436
- Iowa registration number: 679
- Nevada registration number: 2004-0114 -- NOTE: You may be eligible for payment from the State of Nevada Recovery Fund for Consumers Damaged by Sellers of Travel if you have paid money to a seller of travel registered in Nevada for the purchase of travel services or a vacation certificate and you have suffered certain financial damages as a result of the transaction. To obtain information relating to your rights under the Recovery Fund and the filing of a claim for recovery from the Recovery Fund, you may contact the Consumer Affairs Division of the Department of Business and Industry in the State of Nevada at the following locations: Southern Nevada:

1850 East Sahara Avenue, Suite 101
Las Vegas, Nevada 89104
Phone: (702) 486-7355
Fax: (702) 486-7371
ncad@fyiconsumer.org

Northern Nevada:

4600 Kietzke Lane
Building B, Suite 113
Reno, Nevada 89502
Phone: (775) 688-1800
Fax: (775) 688-1803

renocad@fyiconsumer.org

- Washington registration number: 602119764
Last Revised April 16, 2010

Exhibit D

User Agreement

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- post or transmit via the Travelocity Service (a) any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane information or material, (b) any information or material that (i) could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, (ii) infringes the rights of others or violates their privacy or publicity rights, (iii) is protected by copyright, trademark or other proprietary right (unless with the express written permission of the owner of such right), (iv) contains a virus, bug or other harmful item, or (v) is used to unlawfully collude against another person in restraint of trade or competition.

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- A description of where the material that you claim is infringing is located on the site;
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A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

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CURRENCY CONVERSION

Currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Currency quotes are not updated every day. Check the date on the currency converter feature for the day that currency was last updated. The information supplied by this application is believed to be accurate, but Travelocity and/or its Third Party Suppliers do not warrant or guarantee such accuracy. When using this information for any financial purpose, we advise you to consult a qualified professional to verify the accuracy of the currency rates.

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LIMITATION OF LIABILITY

TRAVELOCITY ASSUMES NO RESPONSIBILITY FOR, AND SHALL NOT BE LIABLE FOR, ANY DAMAGE TO YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, OR USE OF, THE TRAVELOCITY SERVICE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE TRAVELOCITY SERVICE.

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OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND ITS DIRECT CONTROL, AND SHALL HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

IF, NOTWITHSTANDING THE FOREGOING, TRAVELOCITY OR ANY THIRD PARTY SUPPLIER SHOULD BE FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH ANY OF THE ABOVE DESCRIBED FUNCTIONS OR USES OF THE TRAVELOCITY SERVICE OR ITS CONTENT, THE LIABILITY OF TRAVELOCITY AND THE THIRD PARTY SUPPLIERS SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT PAID TO TRAVELOCITY IN CONNECTION THEREWITH. SOME STATES OR JURISDICTIONS, TO THE EXTENT THEIR LAW MIGHT BE DEEMED TO APPLY NOTWITHSTANDING THE SELECTION OF TEXAS LAW AS DESCRIBED BELOW, DO NOT ALLOW LIMITATION OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

INDEMNIFICATION

You shall defend and indemnify Travelocity and any Third Party Suppliers and its and their respective owners, officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by or on your behalf in excess of the liability described herein or by third parties as a result of your use of the Travelocity Service (including without limitation any violation by you of these terms and conditions, any law or the rights of a third party).

RESOLUTION OF DISPUTES

This User Agreement and its performance shall be governed by the laws of the State of Texas, United States of America, without regard to conflict of laws provisions that would result in the application of the laws of any other jurisdiction. If a dispute does arise between you and Travelocity, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Travelocity agree that we shall resolve any action, claim or controversy at law or equity (a "Claim") that arises out of your use of the Travelocity Service, this User Agreement, or the parties' relationship in connection with the Travelocity Service or this User Agreement in accordance with one of the subsections below or as otherwise mutually agreed by the parties in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution by contacting [Customer Care](#), since most customer concerns can be resolved quickly and satisfactorily in this manner.

Submission to Jurisdiction in Texas - You agree that unless otherwise mutually agreed by the parties in writing or as described in the Mandatory Arbitration subsection below, any Claims shall be brought in the state or federal courts located in Tarrant County, the State of Texas, United States of America. Unless otherwise prohibited by applicable law, any Claim must be brought within two (2) years from the date on which such Claim arose or accrued.

Mandatory Arbitration - Any Claim where the total amount in controversy is less than US\$10,000, shall be resolved via binding, non-appearance-based arbitration initiated through the American Arbitration Association ("AAA"). The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. AAA and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be

solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall be conducted by an arbitrator in Tarrant County, Texas who is approved or otherwise affiliated with the AAA; (c) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties in writing; (d) the arbitrator may award injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim; (e) unless otherwise mutually agreed by the parties in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding; and (f) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If subparagraph (e) above is found to be unenforceable, then the entirety of this Mandatory Arbitration provision shall be null and void. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS USER AGREEMENT, YOU AND TRAVELOCITY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THE CLAIMS COVERED BY THIS MANDATORY ARBITRATION PROVISION.**

Improperly Filed Claims - All Claims you bring against Travelocity must be resolved in accordance with this Resolution of Disputes Section. All Claims filed or brought contrary to the Resolution of Disputes Section shall be considered improperly filed and void. Should you file a Claim contrary to the Resolution of Disputes Section, Travelocity may recover attorneys' fees and costs up to \$1,000, provided that Travelocity has notified you in writing of the improperly filed Claim, and you have failed to promptly withdraw the Claim.

ATTORNEY'S FEES

If Travelocity takes any action to enforce this User Agreement, and such Claim is not resolved pursuant to the Mandatory Arbitration provision under RESOLUTION OF DISPUTES, above, Travelocity will be entitled to recover from you, and you agree to pay, all reasonable attorney's fees and any costs of litigation, in addition to any other relief, at law or in equity, to which Travelocity may be entitled. Moreover, you agree that Travelocity may debit your credit or debit card or charge you for any such amounts.

INJUNCTIVE RELIEF

You acknowledge that a violation or attempted violation of any of this User Agreement will cause such damage to Travelocity as will be irreparable, the exact amount of which would be impossible or difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that Travelocity shall be entitled as a matter of right to seek an injunction from any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by you, or your affiliates, partners, or agents, without having to post a bond or other security.

PRIVACY

You have read the Travelocity [Privacy Policy](#), the terms of which are incorporated herein, and you agree that the terms of such policy are reasonable. You consent to the use of your personal information by Travelocity and/or its Third Party Suppliers in accordance with the terms of and for the purposes set forth in the Travelocity Privacy Policy.

TAXES, GOVERNMENTAL FEES, TAX RECOVERY CHARGES AND SERVICE FEES

A number of taxes, governmental fees, Tax Recovery Charges, and service fees may apply to your transactions on this site. You have read the pop-up entitled "[Information on Taxes, Governmental Fees, Tax Recovery Charges and Service Fees](#)", the terms of which are incorporated herein, and you consent to our policies set forth therein. Links to Travelocity's New York Certificates of Authority for taxes can be found at the end of this User Agreement.

ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions of Travelocity and/or its Third Party Suppliers may apply to reservations, purchases of goods and services and other uses of the Travelocity Service. You agree to abide by any such additional terms and conditions and you understand that if you violate any such terms and conditions, it may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, and in your forfeiting any amounts paid for such reservation(s). Travelocity may debit your credit or debit card account or charge you for any costs we incur as a result of such violation. You acknowledge that some Third Party Suppliers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer.

MISCELLANEOUS

The relationship between Travelocity and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other. You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder. These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions. The headings used in this User Agreement are included for convenience only and will not limit or otherwise affect the terms and conditions herein. This User Agreement, together with any terms and conditions incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available through the Travelocity Service.

SELLER OF TRAVEL REGISTRATIONS

Travelocity is registered as a seller of travel in each of the states listed below:

California registration number: 2056372-50 -- Registration as a California Seller of Travel does not constitute approval by the State of California.

Florida registration number: ST-34200

Hawaii registration number: TAR-6436

Iowa registration number: 679

Nevada registration number: 2004-0114 -- NOTE: You may be eligible for payment from the State of Nevada Recovery Fund for Consumers Damaged by Sellers of Travel if you have paid money to a seller of travel registered in Nevada for the purchase of travel services or a vacation certificate and you have suffered certain financial damages as a result of the

transaction. To obtain information relating to your rights under the Recovery Fund and the filing of a claim for recovery from the Recovery Fund, you may contact the Consumer Affairs Division of the Department of Business and Industry in the State of Nevada at the following locations: Southern Nevada:

1850 East Sahara Avenue, Suite 101
Las Vegas, Nevada 89104
Phone: (702) 486-7355
Fax: (702) 486-7371
ncad@fyiconsumer.org

Northern Nevada:
4600 Kietzke Lane
Building B, Suite 113
Reno, Nevada 89502
Phone: (775) 688-1800
Fax: (775) 688-1803
renocad@fyiconsumer.org
Washington registration number: 602119764

NEW YORK TAX REGISTRATIONS

[Click here](#) to see Travelocity's New York State Certificate of Authority for sales and use taxes.

[Click here](#) to see Travelocity's New York City Certificate of Authority for hotel occupancy taxes.

Last Revised February 1, 2011

CERTIFICATE OF SERVICE

I certify that on April 1, 2013, I caused a true and correct copy of the foregoing document to be served by electronic transmission through the Court's CM/ECF system to counsel registered to receive electronic notification and to be served via First Class U.S. Mail, postage prepaid, upon the following counsel of record:

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